

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 53
2. Contract No.		3. Solicitation No. DAAE07-03-R-S023		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2002DEC02	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-LC-CHAA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2002DEC17 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name BETTY NALLEY E-mail address: NALLEYB@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-8546
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter PIERCE MFG INC 2600 AMERICAN DR P O BOX 2017 APPLETON WI 54913	Code 04664	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) SCD PAS ADP PT	Code	25. Payment Will Be Made By	Code
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this solicitation is to negotiate a firm fixed price contract for Modifications to four (4) Tactical Firefighting Trucks (TFFT) to bring them into conformity with the current configuration. The four (4) TFFT were purchased from Pierce Manufacturing, Inc., under a Defense Logistics Agency Schedule. The TFFT is built on a Heavy Expanded Mobility Tactical Truck (HEMTT) chassis. Due to changes in requirements, modifications to the four (4) existing TFFT are necessary. Required actions include:

a. Replace the engine in the TFFT with the new electronic engine and torque converter to maintain commonality with future TFFT and other HEMTT vehicles.

b. Perform upgrades to include pump and roll configuration.

c. Test support for testing of these vehicles.

2. TACOM plans to procure this effort on a non-competitive basis from Pierce Manufacturing, Inc., a subsidiary of Oshkosh Truck Corporation (OTC) in accordance with FAR 6.302-1(a)(2)(ii).

3. The Scope of Work appears in Section C.

4. The Purchase Description appears as an Attachment in Section J.

5. The Contract Data Requirements List (CDRL) DD Form 1423-E appears as an Exhibit in Section J.

6. The Data Item Descriptions, DD Form 1664 appears as an Attachment in Section J.

7. The Government shall provide one (1) Government Furnished Equipment (GFE) SINCGARS Installation Kit (not including the SINCGARS radio) in each of the four (4) test vehicles.

*** END OF NARRATIVE A 001 ***

Regulatory Cite	Title	Date
A-1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.214-4003	ALL OR NONE	MAR/1998
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(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

A-3	52.215-4854	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS	JUL/2002
	(TACOM)	SOLICITATION/REQUEST	

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 4210-01-486-1035 NOUN: 4 EA TACT FIRETRUCKS SECURITY CLASS: Unclassified</p> <p>0001AA <u>4 EA TACT FIRETRUCKS</u></p> <p>PRON: J622H128J6 PRON AMD: 01 AMS CD: 51107000008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZW2322S200 Y00000 M 3 PROJ CD BRK BLK PT IU2 DEL REL CD QUANTITY DEL DATE 001 4 15-DEC-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	4	EA	\$ _____	\$ _____
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DATA ITEM</u> Technical data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to As Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
A003	<p><u>DATA ITEM - TEST/INSPECTION REPORT</u> First submission due 30 calendar days after completion of FPVI for each vehicle model specified. Government will review and provide comments within 30 days after receipt. Final submission is due 30 calendar days after Government review. Government approval will occur within 7 calendar days after receipt of final report. Send electronically to:</p>		EA	\$ ** NSP **	\$ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>devaughj@tacom.army.mil.</div> <div>Completion date is:</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK FOR TACTICAL FIRETRUCK MODIFICATIONS

C.1 INTRODUCTION AND BACKGROUND: The purpose of this contract is for the contractor to modify the Tactical Fire Fighting Trucks (TFFT) previously built by Pierce Manufacturing Inc. for the Government under Defense Supply Center Philadelphia Contract SP0500-98-D-0081, Order 0006, and support Government testing required for the Material Release and fielding of the TFFT.

C.2 GENERAL REQUIREMENTS: The contractor shall furnish the supplies and services necessary to modify four Government Furnished TFFT and deliver them for Government testing. The TFFT as modified, shall meet the requirements of the TFFT Purchase Description, ATPD No. 2249, Revision 4, dated 18 Nov 2002, Attachment 1, and this scope of work.

C.3 CHASSIS MODIFICATIONS

C.3.1 The following changes to the HEMTT chassis are required:

C.3.1.1 Upgrade the springs for a 66,000-pound GVW rating.

C.3.1.2 Upgrade the alternator to handle an additional 24V load.

C.3.1.3 Upgrade to HEMTT new electronic engine: Detroit Diesel 8V92TA Model 8087-7B91 with DDEC4.DDC P/N 80837K92/258575

C.3.1.4 Manpower & Personnel Integration (MANPRINT)

C.3.1.4.1 Human engineering. System design and integration, to include operation of all equipment, shall accommodate operation and maintenance by a target audience of 5th percentile female through 95th percentile male (reference MIL-STD-1472 for guidance).

C.3.1.4.2 Safety. Unless otherwise specified herein, the vehicle shall comply with FMCSR and FMVSS regulations applicable to a vehicle/system of this weight class at the time these upgrades will be accomplished. The vehicles shall be free of sharp projections and/or edges that may cause operator/maintainer injury. Operators and maintenance personnel shall not be unknowingly exposed to rotating or moving parts, hot surfaces, electrically energized components, components containing high pressures or other inherently hazardous components or systems. Vehicle windows shall remain unobstructed within cab for easy, clear and full outside viewing around the vehicle. Consideration shall be given to expected failure mode situations in addition to normal operations. Type II (four-point) passenger restraints conforming to FMVSS 571.209 and FMVSS 571.210 shall be provided at all seating positions.

C.4 PUMP

C.4.1 The contractor shall install a single stage engine driven pump, 1000 gpm, engine driven centrifugal type.

C 4.2 Pump shall be the class "A" type.

C.4.3 Pump shall deliver the percentage of rated discharge at pressure indicated below:

- 100% of rated capacity at 150 psi net pump pressure.
- 70% of rated capacity at 200 psi net pump pressure.
- 50% of rated capacity at 250 psi net pump pressure.

C.4.4 MECHANICAL SEALS The contractor shall provide mechanical seals for the pump.

C.5 PUMP DRIVE ENGINE

C.5.1 A single auxiliary diesel pump drive engine shall be installed allowing for pump modulation in accordance with National Fire Protection Association (NFPA) 414 for all vehicle speed ranges in all directions of travel without any loss of pump discharge/delivery rates and ranges. The diesel engine shall be water-cooled with sufficient power to drive the water pump sufficiently to meet the advertised pump performance.

C.5.2 The diesel engine shall be installed so as not to interfere with any other function of the vehicle.

C.5.3 The pump engine shall draw from the same HEMTT fuel tank as that of the HEMTT chassis.

C.5.4 Remote start/stop controls shall be included.

C.6 INLET / DIRECT WATER TANK FILL

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C.6.1 The contractor shall provide one (1) 4.0 direct water tank fill, to include a plug and chain. The inlet shall be piped directly from the water tank to an external location on the side of the vehicle. An electric valve shall control the inlet.

C.6.2 The direct water tank inlet shall include an automatic water fill system. The system shall be designed to allow an outside water source to maintain the water tank at the full level without having the operator having to monitor the water tank for an overflow situation.

C.7 FOAM SYSTEM (Class A & B)
The TFFT shall be equipped with a Foam System per NFPA 1901and NFPA 414. The foam proportioning system shall proportion the foam agents at ratios from 0.1 percent to 6.0 percent, by volume. Foam proportioning shall be uniform within NFPA 1901 section 17-10 guidelines and NFPA 414 guidelines. The foam system shall selectively and in combination discharge from each turret, the two 1.5 inch discharge pre-connects, and the two 2 inch connections on each side of truck. Foam supply to the roof and bumper turrets shall be preset for 0.5% for class A foam and 3.0% for class "B" (AAAF) foam, selectable by the driver in the vehicle cab. Foam system engagement controls shall be provided inside the cab and at the pump panel. A means shall be provided at pump panel and inside cab for operator to select between Foam A and Foam B tanks.

C.7.3 For simultaneous use of the preconnects and turrets, pressure reducing valves shall be used on the preconnect lines to reduce handline operating pressure to a more manageable pressure of 150 psi.

C.8 INTERCOM

C.8.1 The contractor shall provide an intercom system that will interface with the SINGARS radio. Intercom stations shall be located at the driver, officer, four (4) crew cab positions and pump panel. The driver, officer and pump panel positions shall be interfaced with the radio and have a "push to talk" (PTT) button located on the bottom of each headset. All other positions shall have hands-free intercom-only capability.

C.8.2 The following components shall be supplied with this system:

- One (1) Intercom/Radio Mixer capable for use with two radios (SINGARS and Base).
- One (1) Radio Transmit/Intercom PTT Headset (Driver/Pump Panel).
- One (1) Radio Transmit/Intercom PTT Headset (Officer).
- Four (4) Radio Receive/Intercom Headsets (1 Crew).
- One (1) Pump Panel Station.

C.8.3 The contractor shall provide all necessary cables and connectors.

C.9 SINGARS RADIO

The vehicle manufacturer shall provide mounting space, holes for mounting brackets and attachments, and electrical connections that support the integration of the US Army SINGARS Radio (AN/VRC-90A) into the forward cab for operation by the crew chief (right seat location). The mounting shall not degrade occupant safety or interfere with fire fighting equipment or operation. A radio space, 16.0 wide x 10.0 x 14.0 deep, directly in front of the forward cabs passenger seat will be used, if possible, for mounting and will consume the current HEMTT glove box space. The radio will extend through the glove box floor with the radio controls facing the passengers seated position. The contractor shall install for testing purposes, one (1) GFE SINGARS installation kit (not including the SINGARS radio) in each of the four (4) test vehicles.

C.10 Base Hand Held Radio Set

The vehicle shall be equipped with a set of four (4) two-way, FM, hand-held, 5 watt, 150-174 MHz, Motorola Model M 1250 radios and (1) cab mounted two-way, VHF, 40 Watt, Motorola CDM-1550, Model No. AAM25KK59AA, 128 channel net base radio. The net base shall be installed and operational in the vehicle cab, with all electrical supply and antenna provisions. The radio set shall be water and heat resistant with programmable channel selection. Each hand held radio shall be provided with two sets of rechargeable batteries, each with an eight-hour minimum rated operational battery life per charge. The radio set shall include a battery pack-recharging unit, which maintains battery charge for the four sets of replacement batteries.

C.11 NFPA 414 STROBE LIGHTING

The emergency lighting package shall include beacon strobe light(s) installed on the top of the TFFT to meet NFPA 414 lighting from the air.

C.12 BATTERY CHARGER / AIR COMPRESSOR

One on-board combination battery charger/air compressor shall be mounted on the TFFT to maintain the electrical charge for the HEMTT chassis battery system and HEMTT chassis air system. The charger/compressor shall be wired to one auto- eject mounted on the drivers side of the vehicle and shall be provided to operate the specified 120-volt circuits on the truck without the use of the generator.

C.12.1 The specified 120-volt circuits will include the handheld radio chargers, the four (4) rechargeable flashlights and the reciprocating saw battery charger receptacle.

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- C.12.2 The shoreline receptacle shall be provided with a NEMA 5-20, 120 volt, 20 amp, straight blade auto eject plug with a weatherproof cover. The cover shall be spring loaded to close, preventing water from entering when the shoreline is not connected. The unit shall be completely sealed to prevent road dirt contamination.
- C.13 CAB ACCESS DOORS
The forward cab doors and the crew cab doors shall open fully not less than 90 degrees from the closed position to allow safe and fast access for crewmen in full MOPP gear. Each door shall be equipped with a positive door open option to prevent the door from closing unexpectedly while in the fully open position.
- C.14 CARGO DOOR LOCKS
The forward cab, crew cab doors and access compartments shall include keyed-alike locking latches flush with the body of the truck.
- C.15 WATER TANK DRAIN - REMOTE
A 1.00 to 1.5" tank drain shall be installed with a 1.00" to 1.5 ball valve. The drain valve shall include a remotely mounted actuation control. The control shall be located on the side of the vehicle accessible by an operator standing on the ground. The drain shall be properly labeled.
- C.16 WATER TANK FILL
The contractor shall insure that the water tank will be able to be filled through the water tank top fill dome/vent.
- C.17 CREW CAB, HEMTT The contractor shall provide the top of the crew cab with a roof hatch to be used for escape or access to the top mounted pump controls. The roof hatch should open to allow the operator a 360-degree field of view. The hatch, as well as the pump panel cover, shall be secured by a latch when opened and released manually to provide additional safety during operations.
- C.18 Rear view mirrors. Mirrors shall conform to A-A-52432 and shall be provided on the left and right hand sides of all cabs, be capable of folding toward the body sides in at least one direction, and be prevented from vibrating during operations. Rear view mirrors shall be self-defrosting/defogging.
- C.19 COMPARTMENTATION, DRIVERS SIDE
The drivers horizontal-hinged side compartment doors will hinge at the top of each compartment opening and will have a locking mechanism allowing the doors to remain open.
- C.20 15-AMP, 120 VOLT RECEPTACLE IN RECIPROCATING SAW COMPARTMENT
A 120-volt 15-amp three-wire duplex household type receptacle shall be installed in the passengers side forward wheel well compartment with access for the reciprocating saw battery charger.
- C.21 HOSE BED COVER
C.21.1 The contractor shall provide a hose bed cover. The hose bed cover shall include a walkway. The cover must protect the hose from ultraviolet radiation and shall be mildew, water resistant and fire resistant.
C.21.2 The color of the cover shall be dark green.
- C.22 QUICK DISCONNECT LATCHES
C.22.1 The latches for the crew cab hatch, crew cab pump operator step, and passengers side crew cab access ladder shall be a quick-disconnect type latch that is easy to use with gloved hands.
C.22.2 The rear-access ladder shall be secured by a securing device that enables ease of use with gloved hands.
- C.23 GASOLINE CAN STORAGE
Space allocation shall be provided to allow adequate fuel can storage areas that can accommodate and secure two types of fuel necessary to operate the ancillary powered equipment.
- C.24 RELIEF VALVES WITH INDICATOR LIGHTS
C.24.1 The water pump shall be equipped with two automatic pressure control devices.
C.24.2 A single variable pressure setting relief valve will shall be provided and be of ample capacity to prevent an undue pressure rise, as per NFPA pamphlet #1901.
C.24.3 The relief valve shall be normally closed and shall open against pump pressure. The relief valve shall include a control light to signal when the valve is open.
C.24.4 In the event of relief valve control failure, the pump shall remain operable for the complete range of the pump's rated capacity, without requiring the closing of any emergency (off/on) valves.

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C.24.5 One relief pilot valve shall be installed in the pump system to operate in the Crash mode, and one relief valve shall be installed in the pump system to operate in the Structural mode. This configuration will allow the turrets to receive the proper operating pressures and flows while providing safety during structural operations.

C.26 SECURE TOOL MOUNTING
Firm mounting of on-board tools shall be provided to secure tools in storage compartments and will be such that drain holes remain open and unobstructed from stowed equipment covering them.

C.27 ACCESS LADDER STEPS
The skid/slip resistant rungs for the crew cab access ladders and the rear access ladder shall be of an open tread design with a minimum depth of 3.0 to accommodate a firemans large boot footprint.

C.28 REAR PLATFORM

C.28.1 A rear work platform shall be provided at the rear of the vehicle below the rear body compartment to provide access to stored equipment/hose. The platform shall provide sufficient depth of horizontal surface to support and accommodate an operator in the standing position.

C.28.2 Handrails shall be installed to aid stability while accessing and standing on the rear platform and in the hose bed area on top of the vehicle.

C.29 HOSES

C.29.1 The pre-connect and supply line hose ends shall be easily accessible to the operator while standing on the ground.

C.30 REAR STEP BUZZER

C.30.1 A buzzer button compartment shall be installed at the rear of the body, on the driver's side to allow the fire fighter at the back of truck to signal the driver by depressing a button causing a warning buzzer and light to operate in the cab.

C.30.2 In addition to the HEMTT chassis electric horn and air horn the TFFT shall be equipped with a back-up alarm installed on the vehicle in accordance with SAE J994 requirements.

C.31 AIR BOTTLE STORAGE
The six (6) SCBA air bottle storage compartments shall include prepackaging to prevent bottle damage.

C.32 BATTERY SYSTEM
A 24-volt battery system shall be installed on the vehicle chassis to operate the vehicles chassis and fire package.

C.33 CONFIGURATION MANAGEMENT REQUIREMENTS

C.33.1 Configuration Baseline. The four modified TFFT vehicles delivered under this contract shall be identical in configuration to the final approved Product Configuration Baseline.

C.33.1.1 Functional Configuration Baseline. The contractors configuration system shall identify the configuration of the four modified TFFT vehicles. This information shall be made available for Government review concurrently with the First Production Vehicle Inspection (FPVI) delivery. Vehicle changes required during FPVI will require the configuration system to be updated. Upon approval of the FPVI, the vehicle configuration as listed in the configuration system shall constitute the approved Product Configuration Baseline (PCB) for the vehicle. Vehicle changes required during the Production Verification Test will require the configuration system to be updated.

C.33.1.2 Approval of Engineering Changes. Government approval of changes following acceptance of the Product Configuration Baseline will not be construed as relieving the contractor from its responsibility to furnish all items in conformance with contract requirements, including full responsibility for failure in operation of equipment, which resulted from changes previously approved by the Government. The Government reserves the right to require the contractor to perform additional tests, to be determined by the Government, up to and including a complete Production Verification Test (PVT), at no cost to the Government, prior to acceptance of any change at no cost to the Government, or to disapprove changes where Government review shows the changes would have an adverse affect.

C.33.2 Configuration Changes. Changes to the Product Configuration Baseline shall only be incorporated in accordance with (IAW) the following requirement. The contractor shall propose changes to the established configuration baseline via the submission of Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) and Request for Waivers (RFWs). The contractor shall implement positive configuration control methods and procedures that maintain the integrity and history of the established baseline. Sufficient supporting data shall be submitted with ECPs, VECPs, and RFWs to evaluate the proposed change (for example: drawings, supplemental drawings, sketches, specifications, or manufacturer's data sheets). If the Government desires a configuration change, the PCO will

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direct the contractor to submit an ECP.

C.33.3 Engineering Change Proposal (ECP) Definitions. Class I ECP: Engineering Change Proposals that affect the end item with regard to any of the following: system performance, part interchangeability, cost, maintainability, reliability, safety or delivery schedules. Class II ECP: Class II Engineering Change Proposals that no effect on any of the factors listed above for the Class I ECP definition. Class II changes will be reviewed and approved by the on-site DCMA representative for concurrence in classification. Class II changes will be documented as part of the configuration management system in contractor format.

C.33.3.1 Class I ECP Changes - Contractor Requested. The contractor shall submit copies of proposed Class I ECP changes per DI- CMAN-80639B (T), CDRL A001 immediately upon determination of a need for such changes. In order for the Government to evaluate and approve or disapprove an ECP submission, the contractor must provide adequate supporting documentation that fully addresses technical and logistical issues as well as costs impacts. This must include impact statements and supporting documentation, which address safety, MANPRINT, transportability, integrated logistics support and total estimated cost to implement the ECP. Analysis for Integrated Logistics Support shall address impacts on provisioning (spares, tools, special tools and Peculiar Support Equipment (PSE)), maintenance and operational tasks, publications information, and diagnostics planning (hands on trouble shooting, PMCS/Scheduled Inspections, Intrusive Diagnostics). Notwithstanding any contractor configuration changes under this provision, the contractor shall not be relieved of its responsibility to conform to the delivery requirements of this contract.

C.33.3.2 Class I (ECPs) - Government Directed. In the event the Government requests a change to the end item configuration, the PCO will request, in writing, a technical/price proposal from the contractor. Within 10 business days of request, the contractor shall notify the PCO of the ECP submittal date.

C.33.3.3 Class II Changes. The contractor may make Class II changes contingent upon classification concurrence by the Government. These changes may be processed using contractor's Standard Engineering Change Form. If during CCB review, the DCMA representative determines that a proposed Class II ECP is actually a Class I, the contractor shall prepare and submit a Class I ECP in accordance with C.32.3.1.

C.33.4 Request for Waiver (RFW). During the performance of this contract, if the contractor finds it necessary to deviate from a particular performance requirement of the specification, drawing or other document for these four vehicles, the contractor shall seek written authorization from the Government by completing an RFW. Under no circumstances shall submission or approval of an RFW be the basis for a contract price increase.

C.33.4.1 Request for Waiver (RFW) Definition. Waiver: A Request For Waiver (RFW) is submitted after producing a number of items that do not conform to a requirement of the performance specification or contract and is a request that the government excuse the nonconformance and accept the nonconforming item. Waivers cover an item or group of items from a production run that do not conform to the performance specification or contract.

C.33.4.2 (RFWs) General.

C.33.4.2.1 Format. When necessary , an RFW shall be prepared per DI-CMAN-80641B, CDRL A002.. The contractor shall identify the weapon system affected on each RFW. The weapon system can be found as a two character code on the award/contract cover sheet in the "Issued By" block following WPN SYS. The contractor shall place this code on the top of the RFW form.

C.33.4.2.2 Procedures. RFWs adversely affecting safety will not be considered. Submission of recurring waivers is discouraged and shall be minimized. Where it is determined that a change would be permanent, the contractor shall process an ECP.

C.33.5 Effectivity Certification. Changes resulting from Class I ECPs and RFWs shall be incorporated through contract modification.

C.33.6 Engineering Support. When requested by the Government, the contractor shall conduct engineering studies, prototype design and fabrication, software development, design verification, drawing development and testing in sufficient detail to support transition/integration into future production units. These activities will be accomplished via the issuance of a modification to the contract.

C.34 PRODUCT ASSURANCE AND TEST

C.34.1 Quality Program Management. The contractor shall utilize the existing ISO 9001 Quality System that ensures conformance to contractual requirements.

C.34.2 Final Inspection Record (FIR). The contractor shall develop FIRs for the Tactical Fire Truck to include the modifications required by this contract. The contractor shall update the FIRs reflecting all engineering and/or manufacturing changes that impact the FIR during the entire contract period. Each update shall require Government review and concurrence by the onsite Government representative.

C.34.2.1 Vehicle Final Inspection. The contractor shall utilize the FIR to inspect each vehicle for the modifications performed under this contract. Deficiencies pertaining to these modifications detected during the inspection shall be described in writing on the FIR Deficiency Sheet and corrected by the

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contractor prior to offering the modified vehicles to the Government for acceptance. The completed FIR with associated supporting inspection documentation shall be provided to the onsite Government representative when the modified vehicle is offered for acceptance.

C.34.3 Test and Production Locations. The Contractor shall modify the First Production Vehicle Units at the same location and facility.

C.34.4 First Production Vehicle Inspection (FPVI). Prior to conducting the First Production Vehicle Inspection (FPVI) of the vehicles as modified under this contract, the contractor shall provide at least 20 calendar days advanced written notification advising the Administrative Contracting Officer(ACO) and the Procuring Contracting Officer (PCO) of the time, date, and duration of the inspection. The contractor shall inspect the vehicle(s) at its facilities utilizing the applicable engineering documentation and Final Inspection Record. Government representatives will witness or participate in the inspection process. As part of the FPVI process, the contractor shall make available for Government review, all records of inspection and test, drawings, Qualified Products List (QPL), technical documentation, specifications, certifications (material, process, product, product test, etc.) and purchase orders associated with the vehicle upgrades. The contractor shall correct all defects of these upgrades, if any, at no increase in contract price.

C.34.4.1 First Production Vehicle Acceptance. The contractor shall submit an inspection report that provides detailed results of the FPVI, per DI-NDTI-80809B, CDRL A003. The PCO will notify the contractor of approval or disapproval of the FPVI. If the FPVI is disapproved and additional inspections are required, the contractor shall resubmit an inspection report. All costs related to additional FPVIs shall be borne by the contractor.

C.34.5 Production Verification Test (PVT). Two Tactical Fire Trucks will be selected by the Government and subjected to a PVT at selected Government test sites. The PVT will be conducted utilizing the approved Government test plan. At the completion of PVT, the contractor shall refurbish each test vehicle to a like-new condition, within 90 calendar days following the return of the vehicles to the contractor.

C.33.6 Test Vehicle Failure. Failure of the PVT vehicles as a result of any defects associated with the applicable contract requirements may be cause for rejection of such test vehicles and vehicles being offered for acceptance until objective evidence has been provided by the contractor that corrective action has been taken to eliminate the defect.

C.34.6.1 Vehicle Retest. In the event of vehicle test failures, the Government reserves the right to retest the same or another vehicle upon correction of the defect(s) by the contractor to the complete extent and duration specified in the test program, or to such lesser extent as the Procuring Contracting Officer deems appropriate. If another vehicle is selected, the contractor shall be responsible for all deficiencies detected regardless of relationship to the original test failure. The contractor shall bear responsibility for delays in the program test period resulting from vehicle defects, test failures, or failure to adequately furnish parts support (within 24 hours on a scheduled test day). The contractor shall be liable for supportable (current and accurate) retest costs charged by the test site, schedule delays as a result of vehicle defects, test failures, or failure to adequately furnish parts support.

C.34.7 Initial Operational Test and Evaluation (IOT&E). Two Tactical Fire Truck will be selected by the Government for the IOT&E. The IOT&E will be conducted at a designated Government site.

C.34.8 TEST SUPPORT

C.34.8.1 PVT Test Support. The contractor shall provide on-site technical support for PVT test vehicles. The contractor's test support shall be comprised of logistics and maintenance support above the DS Level. The contractor's support shall also include test support equipment (i.e., repair/replacement parts, technical manuals, etc.) and personnel to perform GS maintenance required to maintain the PVT vehicles in a fully operational condition throughout the test. The contractor shall be responsible for providing all test support shortages (i.e., technical and maintenance support, personnel, repair parts and equipment) within one business day of shortage notification.

C.34.8.2 IOT&E Test Support. The Contractor shall provide test support for the two TFFT vehicles during the IOT&E. The contractor shall provide full contractor logistics support. The level of expertise of personnel provided for test support shall be in accordance with the maintenance and support concept. The Government will provide thirty (30) days written notification prior to the date that the Contractor is required to move a TFFT system from one Government test site to another. At the conclusion of IOT&E testing, the contractor shall participate in a one-day pre-assessment conference at Aberdeen, MD.

C. 34.9 Systems Support Package. The contractor shall furnish, assemble and ship (including packing, packaging and transportation) to each Government test site, 30 days prior to test, an SSP (appropriate in item selection and quantity for PVT and IOT&E) consisting of the following:

- a. TFFT unique spares
- b. TFFT unique special tools, fixtures, or support equipment through the DG/GS level.

C.34.10 Test Integration Working Group (TIWG). The contractor shall participate in the TIWG as a non-voting member. TIWG meetings are expected to convene seven (7) times: three (3) times at the Government test site, two (2) times at TACOM, and two (2) times at

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Pierce.

C.34.11 Transportation Costs. The test vehicles shall be shipped to the specified Government test sites per the requirements of this contract. The contractor shall be responsible for vehicle shipment to and from the test site at no additional cost to the Government.

C.34.12 Test Incident Reports (TIRs). During conduct of PVT, Test Incident Reports (TIRs) will be generated from the tester. The contractor shall be responsible for accessing computer databases for all TIR data during Government testing. The contractor shall respond to TIR's with a Failure Analysis and Corrective Action Report (FACAR) per DI-RELI-81315(T), CDRL A004. The response shall be submitted in electronic format that is compatible with the Army Test Incident Reporting System (ATIRS). Should a final response not be available within the designated time, an interim/preliminary response is required for submittal. Submittal requirements are based on the TIR release date and are expressed in calendar days. The contractor shall coordinate with the TACOM Product Quality Manager for access to TIR databases for the purpose of TIR retrieval.

C.34.13 Quality Records. All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the contractor for a period of 4 years after contract close-out. These records shall be made available to the Government, upon request. Additionally, where product or process deficiencies have occurred, the contractor's records shall provide documentation that fully describes the root cause of deficiencies and corrective actions.

C.34.14 Welding Requirements

C.34.14.1 Welding Procedures. Welding procedures shall comply with American Welding Society (AWS) D1.1, D1.2, D1.3 and D14.3 as specified in the contractor's welding procedures of WS100 and WS101 in effect at contract award.

C.34.14.2 Welder Qualification. The contractor may use his current method in effect at the time of contract award for welder qualification. The contractor shall be responsible for determining that automatic welding equipment and operators are capable of consistently producing quality welds in accordance with the prepared welding procedures. The contractor shall make available during the course of the contract all welder certification documentation.

C.34.14.3 Workmanship Specimens. Weld workmanship specimens may be used during the production process as a visual guide in determining acceptability of weldments. Weld workmanship specimens identified to AWS standards are acceptable.

C.34.14.4 Weld Inspector Qualification. Weld quality and workmanship shall be verified by qualified inspectors trained to perform the specific functions they are assigned. Acceptable training may be based on the current or previous certification as an AWS Certified Welding Inspector. Current or previous qualification using qualified inspectors trained by the Canadian Welding Bureau is, also, acceptable. An engineer or technician by formal training or experience, or both in metal fabrication, inspection and testing, who is competent in the use of weld inspection techniques/equipment, is acceptable.

C.34.14.5 Welding Symbols - Clarification of Groove Welding Symbol. Interpret welding symbols in accordance with AWS A2.4, except in the case of groove welds. In the case of groove welds, if the drawing doesn't specify throat and/or weld size, interpret the dimensions to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

C.34.15 Non-Destructive Testing. Non-destructive testing and inspection shall be performed by personnel trained and certified in accordance with MIL-STD-410 (Standard for Qualification and Certification of Non-Destructive Testing Personnel).

C.34.16 Acceptance Inspection Equipment. Except as otherwise expressly provided under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that the supplies conform to the contract requirements. Supplier-furnished inspection and test equipment shall equal or exceed the design criteria and shall be initially approved and certified by the supplier. All inspection and test equipment shall be made available to the Government Quality Assurance Representative when required for verification purposes.

*** END OF NARRATIVE C 001 ***

	Regulatory Cite	Title	Date
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and

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locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: None.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

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SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4113 (TACOM)	BAR CODE MARKING	SEP/2000

(a) Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, paragraph 4.2.3. The bar code symbology shall comply with AIM BC 1. The following shall be bar coded:

- (1) National Stock Number (NSN)/ NATO stock number shall be bar coded on all unit packs and intermediate containers.
- (2) The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number(including the call number).
- (3) Items that are serial numbered shall have the serial number bar coded.
- (4) Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side.

(5) Contractor or vendor-originated shipments destined for outside continental United States(OCONUS) and shipped through the Defense Transportation System(DTS)(transshipment) shall comply with the address marking instructions in DoD 4500.32-R, Volume I, which requires the address markings to be placed on a bar coded DD Form 1387. For these shipments, bar code labels may be affixed to the DD Form 1387 as an alternative to direct bar coding of the DD Form 1387. Destinations such as Hawaii, Alaska, Puerto Rico, Canada, and Mexico are considered OCONUS sites and require bar coded DD Form 1387 address labels, see MIL-STD-129, paragraph 4.3.

(b) Information and illustrations on bar code markings are contained in MIL-STD-129N and in MIL-HDBK-129.

[End of Clause]

D-2	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

Name of Offeror or Contractor: PIERCE MFG INC

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-4	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-6	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-7	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	FEB/2002
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

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(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-8 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR JAN/2001
(TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-5	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	SEP/2001
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-8	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.242-7002	SUBMISSION OF COMMERCIAL FREIGHT BILLS FOR AUDIT	DEC/1991
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-14	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial	Source of Supply		Actual	
Items	Stock	Item	Address		Mfg?	
(1)	Number	(Y or N)	Company	Address	Part No.	Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use <u>Y</u> if the item is a commercial item; otherwise use <u>N</u> . If <u>Y</u> is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use <u>Y</u> if the source or supply is the actual manufacturer; <u>N</u> if it is not; and <u>U</u> if unknown.						

[End of Clause]

H-15	52.204-4005	REQUIRED USE OF ELECTRONIC COMMERCE	MAY/2000
	(TACOM)		

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

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Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-16 52.245-4000 ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS MAY/2001
(TACOM)

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

Commercial Repair Program (CRP)[@tacom.army.mil](mailto:tacom.army.mil)

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-17 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-3	CONVICT LABOR	AUG/1996
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-41	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-42	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-47	52.232-11	EXTRAS	APR/1984
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986

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I-50	52.232-25	PROMPT PAYMENT	FEB/2002
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-52	52.233-1	DISPUTES	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-55	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-58	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-59	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-60	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	DEC/1989
I-61	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-62	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-63	52.248-1	VALUE ENGINEERING	FEB/2000
I-64	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-65	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-71	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-72	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-73	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-74	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-76	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-77	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-79	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-80	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-81	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-82	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-83	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-84	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-85	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-87	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-88	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-89	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-90	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-91	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The

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Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: contractors format.

[End of Clause]

(a) Definitions. Bureau helium distributor means a private helium distributor which has established and maintains eligibility to

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distribute helium purchased from the Bureau of Mines, as specified in 30 CFR 602. Bureau of Mines, as used in this clause, means the Department of the Interior, Bureau of Mines, Helium Field Operations, located at 801 south Fillmore Street, Amarillo, TX 79101-3545. Helium requirement forecast means an estimate by the Contractor or subcontractor of the amount of helium required for performance of the contract or subcontract. Major helium requirement means a helium requirement during a calendar month of 5,000 or more standard cubic feed (measured at 14.7 pound per square inch absolute pressure and 70 degrees Fahrenheit temperature), including liquid helium gas or equivalent. In any month in which the major requirement threshold is met, all helium purchased during that month is considered part of the major helium requirement.

(b) Requirements

- (1) Helium Requirement Forecast. The Contractor shall provide to the Contracting Officer a helium requirement forecast, point of contact, and telephone number within ten days of award.
- (2) Sources of Helium. Except for helium acquired by the Contractor before the award of this contract, and to the extent that supplies are readily available, the Contractor shall purchase all major requirements of helium from--
 - (i) The Department of the Interior's Bureau of Mines;
 - (ii) A Bureau helium distributor (a copy of the "List by Shipping Points of Private Distributors Eligible to Sell Helium to Federal Agencies" may be obtained from the Bureau of Mines); or
 - (iii) A General Services Administration Federal Supply Schedule contract, if use is authorized by the Contracting Officer (see Subpart 51.1);
- (3) Promptly upon award of any subcontract or order that involves a major helium requirement, the Contractor shall provide to the Bureau of Mines, and to the Contracting Officer, written notification that includes:
 - (i) The prime contract number;
 - (ii) The name, address and telephone number of the subcontractor, including a point of contact; and
 - (iii) A copy of the subcontractor's helium requirement forecast.

(c) Subcontracts.

- (1) The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves furnishing of a major helium requirement.
- (2) When a subcontract involves a major helium requirement, the following statement shall be included: Helium furnished under this contract or order shall be helium that has been purchased from the Bureau of Mines, or a a listed Bureau helium distributor.

[End of clause]

I-93	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-94	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
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(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-95 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-96 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

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(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-97 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

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(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

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- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-98	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award

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shall be transmitted electronically.

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	18-NOV-2002	003	
Attachment 001	PURCHASE DESCRIPTION	18-NOV-2002	037	
Attachment 002	DATA ITEM DESCRIPTION - TEST INSPECTION REPORT	18-NOV-2002	004	
Attachment 003	DATA ITEM DESCRIPTION - FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT	18-NOV-2002	004	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

- (1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .
- (2) The small business size standard is -2- .
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [] is, []is not, a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, []is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, []is not, a woman-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offerror represents as part of its offer that it [] is, []is not, a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, []is not, a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

- (i) It [] is, [] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

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(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-5 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other:

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name: _____

TIN: _____

[End of Provision]

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(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

[End of Provision]

K-8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

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K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) ☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

☐ has
☐ has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-11 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

☐ intends
☐ does not intend

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(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[End of Provision]

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that--

(a) It ☐ has
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It ☐ has
☐ has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It ☐ has developed and has on file,
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless

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the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit

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a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- [] yes
- [] no

[End of Provision]

K-15252.225-7000BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATESEP/1999

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	Line Item Number	Country of Origin

(List only qualifying country end products.)

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(3) The Offeror certifies that the following end products are nonqualifying country end products:

<u>Nonqualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin (If known)</u>

[End of Provision]

K-16 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

- [] Yes
[] No

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

- [] Yes
[] No

(2) Has the duty on such foreign supplies been paid?

- [] Yes
[] No

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

[End of Provision]

K-17 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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[End of Provision]

K-18

52.204-4007

OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE

MAR/2001

(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
http://www.ccr2000.com/

[End of Provision]

K-19

52.215-4010

AUTHORIZED NEGOTIATORS

JAN/1998

(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME

TITLE

TELEPHONE NUMBER

[End of Provision]

K-20

52.223-4002

USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)

DEC/1993

(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

(i) chlorofluorocarbon-11 (CFC-11)

(ii) chlorofluorocarbon-12 (CFC-12)

(iii) chlorofluorocarbon-13 (CFC-13)

(iv) chlorofluorocarbon-111 (CFC-111)

(v) chlorofluorocarbon-112 (CFC-112)

(vi) chlorofluorocarbon-113 (CFC-113)

(vii) chlorofluorocarbon-114 (CFC-114)

(viii) chlorofluorocarbon-115 (CFC-115)

(ix) chlorofluorocarbon-211 (CFC-211)

(x) chlorofluorocarbon-212 (CFC-212)

(xi) chlorofluorocarbon-213 (CFC-213)

(xii) chlorofluorocarbon-214 (CFC-214)

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- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
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_____	_____	_____
_____	_____	_____

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-21	52.245-4004	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE	JAN/1991
	(TACOM)		

The offeror represents that there:

- [] is
- [] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- [] will
- [] will not
- [] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	MAY/2001
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-6	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-7	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-8	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

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(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: -1-

[End of Provision]

L-9 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-10 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command	or	HQ, Army Materiel Command
ATTN: AMSTA-AQ, Protest Coordinator		Office of Command Counsel
Warren, MI 48397-5000		ATTN: AMCCC-PL
		5001 Eisenhower Avenue
		Alexandria, VA 22333-0001
		Facsimile number (703) 617-5680/617-4999
		Voice number (703) 617-8176

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-11 AFARS 1.602- AVAILABILITY OF FUNDS FOR THIS ACQUISITION JUN/1996
2(A)(II)(B)

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

[End of Provision]

L-12 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

(1) The contracting officer designated in the solicitation for resolution of protests, or,

(2) HQ, AMC at the address designated below.

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- (c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.
- (d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.
- (e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.
- (f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.
- (g) Processing of HQ, AMC-Level Protests:
- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001
- If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/amc/cc/protest.html>
- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.
 - (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.
 - (4) The written decision will be binding on the Army Materiel Command and its contracting activities.
 - (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.
- (h) Effect of Protest on Award and Performance:
- (1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).
 - (2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.
 - (i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:
 - (1) terminate the contract;
 - (2) re-compete the requirement;
 - (3) issue a new solicitation;

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- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-13 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000
 (TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-14 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES SEP/1999
 (TACOM) (NON-US POSTAL SERVICE MAIL)

(a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

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(b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-CM-CDD
East 11 Mile Road
Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.

(e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.

(f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.

(g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

[End of Provision]

L-15 52.215-4004 COST OR PRICING DATA JUN/1999

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

(1) Has an estimated value of \$10 million or more, or

(2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-16 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

L-17 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION JUL/2001
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above

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number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

L-18 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
(TACOM)

JUN/1997

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

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(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-19 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

L-20 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepher1@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

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(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
(a) We'll award a contract to the offeror that:			
(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, <u>and</u>			
(2) submits a bid or proposal that meets all the material requirements of this solicitation, <u>and</u>			
(3) meets all the responsibility criteria at FAR 9.104.			
(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:			
(1) arrange a visit to your plant and perform a preaward survey;			
(2) ask you to provide financial, technical, production, or managerial background information.			
(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.			
(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.			

[End of Provision]